

6-7-04

06-07-2004



FORM PTO-1594  
(Rev 5-93)

102759701

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

|  |   |
|--|---|
| <p>1. Name of conveying party(ies):<br/>COMERICA BANK-CALIFORNIA</p> <p>Individual(s) citizenship:<br/>Association:<br/>General Partnership:<br/>Limited Partnership:<br/>Corporation - State:<br/>Other: a Michigan banking corporation</p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of Conveyance:<br/>[ ] Assignment [ ] Merger<br/>[ ] Security Agreement [ ] Change of Name<br/>[x] Other <b>Release of Intellectual Property Security Agreement</b></p> <p>Execution Date: April 28, 2004</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: INTERNET PHOTONICS, INC.<br/>Address: 1030 BROAD STREET<br/>City: SHREWSBURY State: NJ Zip: 07702</p> <p>Individual(s) citizenship:<br/>Association:<br/>General Partnership:<br/>Limited Partnership:<br/>Corporation - State: DELAWARE<br/>Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No<br/>(Designations must be a separate document from assignment)<br/>Additional name(s) &amp; address(es) attached? [ ] Yes [x] No</p> |
|--|---|

|  |            |            |            |                       |            |            |            |            |            |            |            |            |            |            |  |   |
|--|------------|------------|------------|-----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|---|
| <p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <table border="0"> <tr><td>76/387,533</td><td>76/365,194</td><td>76/303,672</td></tr> <tr><td><del>76/303,671</del></td><td>76/303,670</td><td>76/303,249</td></tr> <tr><td>76/208,470</td><td>76/188,859</td><td>76/188,858</td></tr> <tr><td>78/133,371</td><td>78/133,367</td><td>78/133,362</td></tr> <tr><td>78/179,816</td><td>78/184,147</td><td></td></tr> </table> | 76/387,533 | 76/365,194 | 76/303,672 | <del>76/303,671</del> | 76/303,670 | 76/303,249 | 76/208,470 | 76/188,859 | 76/188,858 | 78/133,371 | 78/133,367 | 78/133,362 | 78/179,816 | 78/184,147 |  | <p>B. Trademark Registration No.(s)</p> |
| 76/387,533   | 76/365,194 | 76/303,672 |            |                       |            |            |            |            |            |            |            |            |            |            |  |   |
| <del>76/303,671</del>  | 76/303,670 | 76/303,249 |            |                       |            |            |            |            |            |            |            |            |            |            |  |   |
| 76/208,470   | 76/188,859 | 76/188,858 |            |                       |            |            |            |            |            |            |            |            |            |            |  |   |
| 78/133,371   | 78/133,367 | 78/133,362 |            |                       |            |            |            |            |            |            |            |            |            |            |  |   |
| 78/179,816   | 78/184,147 |            |            |                       |            |            |            |            |            |            |            |            |            |            |  |   |

Additional numbers attached? [ ] Yes [X] No

|  |  |
|--|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien<br/>Internal Address: <b>GRAY CARY WARE &amp; FREIDENRICH</b><br/>4365 Executive Drive, Suite 1100<br/>San Diego, CA 92121-2133</p> | <p>6 Total number of applications and registrations involved: <b>14</b></p> <p>7. Total fee (37 CFR 3.41) . . . . . \$365.00<br/>[x] Enclosed<br/>[ ] Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien *Erin O'Brien* June 4, 2004  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 5 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

6/07/2004 6TOM12 00000115 76387533  
FC:8521 40.00 DP  
FC:8522 325.00 DP

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1090371-981700

TRADEMARK  
REEL: 002983 FRAME: 0152

# RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Release") is made and effective as of April 28, 2004 ("Effective Date") by and between COMERICA BANK-CALIFORNIA ("Bank") and INTERNET PHOTONICS, INC., a Delaware Corporation ("Borrower").

## WITNESSETH

**WHEREAS**, pursuant to the terms and conditions of that certain Loan and Security Agreement, dated as of December 20, 2002, (as amended from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement) between Bank and Borrower, Borrower granted, assigned, transferred and pledged to Bank a continuing first priority security interest in all of their right, title and interest in and to the Collateral (as defined in the Loan Agreement), including without limitation the trademark registrations and applications set forth on Schedule 1 hereto (collectively, the "Trademarks") and the patent registrations and applications set forth on Schedule 2 hereto (collectively, the "Patents") together with the goodwill associated therewith;

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on 12/30/2002 at Reel 2640, Frame 0683 , however, the same was not filed with the Patents Division of the U.S. Patent & Trademark Office;

**AND WHEREAS**, the Borrower has paid in full all of the Obligations (as defined in the Loan Agreement);


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby terminates the Intellectual Property and Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral, without warranty of recourse.

The Bank shall take all further actions, and provide to Borrower and each of their successors, assigns or other legal representatives, all of such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Borrower to more fully and effectively effectuate the purposes of this Release.

*[Signature page to follow]*

IN WITNESS WHEREOF, the Bank has caused this Release to be executed by its duly authorized representative as of the Effective Date.

COMERICA BANK-CALIFORNIA

By:   
Name: Katharine Kappler  
Title: Senior Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 28<sup>th</sup> day of April, 2004, before me, the undersigned, personally appeared Katherine Kappler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[Notary Seal]

MARTIN L. SCHINDLER  
NOTARY PUBLIC, State of New York  
No. 31-3512640  
Qualified in New York County  
Commission Expires September 30, 2005

**SCHEDULE 1****Trademarks**

| <b>Description</b>  | <b>Serial Number</b> | <b>Date Filed</b>        |
|---|----------------------|--------------------------|
| The Carriers' Optical Ethernet Company                        | 76/387,533 ✓         | 3/26/02                  |
| Lightstack  | 76/365,194 ✓         | 1/30/02                  |
| Supercharging the Optical Ethernet<br>(stylized letters)      | 76/303,672 ✓         | 8/22/01                  |
| Carrier Grade Optical Ethernet<br>(stylized letters)          | 76/303,671 ✓         | 8/22/01                  |
| Carrier Grade Optical Ethernet<br>(stylized letters)          | 76/303,670 ✓         | 8/22/01                  |
| Supercharging Optical Ethernet<br>Networks (stylized letters) | 76/303,249 ✓         | 8/22/01                  |
| Lighthandler  | 76/208,470 ✓         | 02/09/01                 |
| IP (and design)   | 76/188,859 ✓         | 12/28/00                 |
| Internet Photonics  | 76/188,858 ✓         | 12/28/00                 |
| Fullview  | 78/133,371 ✓         | 6/05/02                  |
| Mainstream Operational Adaptation                             | 78/133,367 ✓         | 6/05/02                  |
| Sonet Wraparound  | 78/133,362 ✓         | 6/05/02                  |
| Lightstack Gigaslam   | 78/179,816 ✓         | 10/29/02                 |
| Lightstack GSLAM  | 78/184,147 ✓         | 11/12/02                 |
|   | Reg. No. 2,805,908   | - Registered on 01/13/04 |

**SCHEDULE 2**

**Patents**

| <b><u>Description</u></b>                           | <b><u>Registration/<br/>Application<br/>Number</u></b> | <b><u>Registration/<br/>Application<br/>Date</u></b> |
|---|--|--|
| Optical Cable Guide Support                         | 10/006,917   | 11/8/01  |
| Stackable WDM Arrangement                           | 10/008,507   | 11/8/01  |
| Link and Path-Level Error<br>Performance Monitoring | 10/235,681   | 9/5/02   |